

STATEWIDE BRAND NAME CONTRACT FOR **FORTINET NAME BRAND** INFORMATION
TECHNOLOGY/TELECOMMUNICATIONS NETWORKING PRODUCTS, TO INCLUDE HARDWARE,
SOFTWARE, MANUFACTURER MAINTENANCE, MANUFACTURER CERTIFIED INSTALLATION AND
INITIAL SOFTWARE CONFIGURATION SERVICES

1. SCOPE OF PRODUCTS AND SERVICES

Bidder should include all hardware and software utilized in the transport, provisioning, delivery, management and/or security of voice, data and/or video applications over separate or converged networks. These products include but are not necessarily limited to Local Area Network (LAN), Metropolitan Area Network (MAN) , Wide Area Network (WAN) routers, switches, internal operating system software, telephony application software, telephony application servers, telephony cards/modules/blades/interfaces, telephony station equipment, security firewalls components, intrusion detection components, wireless LAN access points, and wireless MAN/WAN transport systems produced by the manufacturer or provided through OEM agreements with the original manufacturer and included on the bidder's most recent published price list/catalog.

All items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under the contract must be new. Refurbished items are not acceptable for new purchases.

All items furnished, including hardware components within any system configuration, must be the brand specified.

This is an open-ended requirements contract. Bidders are to quote a discount percent off Manufacturer's Catalog Price List designated in this ITB. The discount(s) shall be stated on the appropriate line(s) as provided for on the price sheet herein.

2. DEFINITIONS

Contracted Manufacturer – 1) The original manufacturer awarded the contract to directly provide the products and services solicited in this document; or 2) the holder of a re-labeling agreement authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors.

Distribution/Channel Partner – 1) A third party distributor or channel partner named in the contract held by the original manufacturer as authorized to provide the sales and support of the products solicited in this document; or 2) A third party holding the contract and authorized by the original manufacturer to provide sales and support of the products solicited in this document, directly or through certified sub-contractors.

Equipment Installation – The unpacking, inventory, assembly of components, rack mounting of chassis, patch cord/cross connects and powering up of equipment. Vertical and horizontal wiring and cabling materials, equipment room patch panels/frames/racks etc. and labor charges are specifically excluded from the contract.

Hourly Rate – The contractor's hourly rate as bid shall serve as the basis for calculating the total cost of any installation and/or initial software configuration services requested by the customer.

Initial Software Configuration – The configuring of software to support the routing, switching, feature/function assignments and/or security parameters required on the initial turn up of the equipment and software to deliver a functioning network product to the customer. Consulting services of any type to include, but not limited to, system design, capacity analysis, network performance evaluation, as well as any ongoing technical support are specifically excluded.

Manufacturer Maintenance – manufacturer offered and supported maintenance plans to include access to the manufacturer's technical assistance center, advanced replacement of parts (drop shipped) or advanced replacement of parts with labor. Plans typically will provide the purchaser options related to the level of support and responsiveness/delivery intervals (e.g. 8-5 next business day, 24/7 with 4 hour delivery).

E-Rate – A program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

OEM Products – Products included on the bidder's price list made available through OEM agreements.

3. BIDDER RESPONSIBILITIES

For the purposes of this type of contract, the bidder may be and should identify itself as one of the following:

- 1) The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of the contract.
- 2) The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support the products in full compliance with all terms and conditions of the contract.
- 3) A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract.
- 4) Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract. Products must be legally labeled as the brand name specified in the contract. This would require that there be a legal agreement between the original equipment manufacturer and the private label distributor on file with the Office of State Procurement, allowing the private label distributor to label and market the product as the brand specified.

On the Bidder Identification Page, page ____ of this bid, the bidder should identify which of the above categories is applicable.

The bidder must quote discount percentages for each category of hardware, software and manufacturer's maintenance included on the manufacturer's published price list/catalog or a percentage discount for each item or categories included on the notarized typed listing of retail prices. Should a manufacturer not offer a particular category of products, the bidder should indicate "no bid" for that category. The state reserves the right to delete any items offered and deemed, at the sole discretion of the state, to be outside of the intended scope of the contract.

Should the manufacturer require license agreements associated with any software offered as a result of this ITB, master agreements shall be negotiated with the State of Louisiana prior to any order being placed for the particular product or service, in compliance with R.S. 39:198 et.seq.

The bidder should submit with bid a copy of the most recent manufacturer's published price list/catalog and the GSA price list if available. In the event that the published price list/catalog does not exist, a signed and notarized typed listing of retail prices of all items offered in the bid response should be submitted. Such price lists/catalogs shall be for informational purposes only. Terms and conditions contained therein are not applicable to this bid.

The price list should be submitted per the category's bid.

Bidders bidding as a holder of re-labeling agreements must identify all items that will be re-labeled and submit a copy of the original manufacturer's published price list/catalog.

The bidder should submit with bid a copy of the current warranty offered by the manufacturer for each category of hardware and software bid.

If not the original manufacturer, the bidder should submit with bid documentation from the manufacturer certifying that the bidding company is authorized to sell and support the products bid. If the bidder is not authorized to service the products, the bidder shall list the name(s), address and phone number of the manufacturer authorized/certified third party that will be utilized for service in full compliance with the terms and conditions of the contract and provide documentation of the agreement with said third party.

The bidder shall quote an hourly rate schedule for the two (2) types of support requested: 1) Equipment Installation; and 2) Initial Software Configuration. Both types of support shall only be made available by the bidder and purchased by the using agency in direct support of, and in conjunction with, a purchase order for the purchase of hardware and software.

It is the bidder's responsibility to assure that all items meet the following criteria. Items delivered to an agency not in accordance with these criteria will be subject to return at the Contractor's expense and possibly other legal action.

Any equipment of significant cost must be legally labeled as the brand name specified in this ITB. In certain cases, this would require that there be a legal agreement between the original equipment manufacturer and the private label distributor on file with the Office of State Procurement, allowing the private label distributor to label and market the product as the brand specified.*

- Example: On a contract for "ABC" Brand Name Information Technology/Telecommunications Networking Products, a product could not include a label of "XYZ" or "DEF". An agreement would have to exist which would allow "ABC" Company to market these products and label them as "ABC" brand.

***In the case where items require being legally labeled as the brand name specified in this ITB and the contract, those items cannot exceed the original equipment manufacturer's published price list less the discount bid.**

Bidders bidding items that are legally labeled as the brand specified in this ITB, should identify those items with the original manufacturer's name on the price list that is submitted.

All documentation requested in the invitation to bid should be submitted with the bid response. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request for additional information. Failure to provide the requested information in the time allowed may result in the rejection of the bid response.

4. CALENDAR OF EVENTS

Deadline to Receive Inquiries: August 1, 2016

Deadline to Answer Inquiries: August 12, 2016

Bid Opening Date and Time: August 23, 2016 at 10:00 AM (CT)

5. BIDDER INQUIRIES

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the ITB documents and to submit any written inquiries relative thereto. Without exception, all inquiries must be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant ITB section. All inquiries must be received by the Inquiry Deadline date set forth in Section 4-Calendar of Events of this ITB. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this ITB may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement
Attention: Quinn Eubanks
P. O. Box 94095
Baton Rouge, LA 70804-9095

OR

1201 North Third Street
Claiborne Building, Suite 2-160
Baton Rouge, LA 70802

E-mail: quinn.eubanks@la.gov
Phone: (225) 342-5484
Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to bidder's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC* website, to address all inquiries received and any changes or clarifications to the ITB. Thereafter, all ITB documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee, or State consultant. It is the bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete an ITB.

Any person aggrieved in connection with the ITB for the specifications contained herein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting bids.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg and help scripts are available on OSP website under vendor center at <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

6. SIGNATURE AUTHORITY

ATTENTION: La. R. S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. Please indicate within the bid response which of the following applies to the signer of this bid.

1. The signer of the bid is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary

of state. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**

2. The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents should be attached hereto.**
3. The bidder has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with the Office of State Procurement.

7. SIGNATURE

At least one copy of the bid shall be signed in original ink on the State's form by an authorized employee, agent, or representative of the bidder.

8. NUMBER OF COPIES OF BID

Three (3) additional copies of the bid are desired.

9. DELIVERY OF BIDS/BID OPENING

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement
P.O. Box 94095
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal by the date and time specified in Section 4 Calendar of Events.

Bids may be delivered by hand or courier service to our physical location at:

Office of State Procurement
1201 N. Third Street
Suite 2-160
Baton Rouge, LA 70802

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidders should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Bids shall be opened and the prices read aloud at the Division of Administration, Office of State Procurement, 1201 North Third Street, Suite 2-160, Baton Rouge, LA 70802, on August 23, 2016 at 10:00 A.M. (CT).

ALL BIDS BECOME A MATTER OF PUBLIC RECORDS AT THAT TIME. BY SUBMITTING A BID, BIDDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE BID AND THE RELEASE OF THE INFORMATION.

10. BID VALIDITY

All bids shall be considered valid for acceptance until final contract award, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its bid.

11. NON-EXCLUSIVE CONTRACT

This contract is non-exclusive and shall not in any way preclude the State from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

12. CHANGES, ADDENDA, WITHDRAWALS OF BID RESPONSE

If the bidder needs to submit changes or addenda, such shall be submitted in writing, signed in original ink by an official representative of the bidder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the bid opening. Such shall meet all requirements for the bid. If the bidder chooses to withdraw his bid response, the withdrawal notice shall be in writing and received prior to bid opening.

13. COOPERATIVE PURCHASE

Political Subdivisions of the State, Quasi State Agencies, and External Procurement Units (described below), may be permitted to purchase from contracts made by the Office of State Procurement. The bidder may, at its option, permit political subdivisions of the State, Quasi State Agencies, and External Procurement Units to purchase from any contracts awarded against this solicitation. Please check all that apply:

- _____ Bidder permits any contract awarded to apply to Quasi State Agencies or other Political Subdivisions of the State.
- _____ Bidder permits any contract awarded to apply to Agencies of the United States Government.
- _____ Bidder permits any contract awarded to apply to other buying organizations (other than the United States Government), not located in this State which, if located in this State would qualify as a Public Procurement Unit.

14. PREFERENCE

In accordance with La. R.S. 39:1604, a preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? YES _____

Specify line number(s): _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled:

Do you have a Louisiana Business Workforce? YES _____ NO _____

If so, do you certify that at least fifty percent (50%) of your Louisiana Business Workforce is comprised of Louisiana residents?

YES _____ NO _____

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

15. PROCUREMENT OF UNITED STATES PRODUCTS

In accordance with the provisions of La. R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

(1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.

(2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.

(3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.

(4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____YES

Specify line number(s): _____

Specify location within the United States where this product is manufactured: _____

16. E-RATE

For qualified purchases, the Contractor shall participate in the E-RATE program on the behalf of all qualified State entities and for qualified services as required, and should document his participation by stating his Service Provider Identification Number (SPIN) here _____, or should confirm that he will apply for a SPIN if awarded a contract.

E-Rate Qualified Entities/Services shall send orders directly to the Contractor. The Contractor shall be responsible for verifying the eligibility and E-Rate discount applicable to the entity ordering the services.

Invoices for E-Rate Qualified Entities/Services, Quasi-State agencies, and political subdivisions shall be sent to the ordering agency.

The Contractor shall bill E-Rate Qualified Entities/Services separately from State agencies, and shall be responsible for submitting requests to the Universal Service Fund for reimbursement for qualified services provided to E-Rate Qualified Entities/Services.

E-Rate Qualified Entities/Services, Quasi-State agencies, and political subdivisions shall be responsible for payment of their invoice.

17. F.O.B.

Destination: All prices and terms shall be net.

18. DELIVERY

Deliver to any agency of the State government eligible by State statute and/or authorized to purchase from the contract. Delivery is to be made upon the issuance of a purchase order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than ninety (90) business days.

19. RISK OF LOSS/PASSAGE OF TITLE

Title to the equipment purchased under the Contract shall pass from Contractor to State on the date of installation for Contractor-installed equipment or on the date of delivery for State-installed equipment. Prior to the passage of title all risk of loss or damage shall be on the Contractor.

20. TERMS AND CONDITIONS

The ITB contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms or other materials submitted with bid may cause bid to be rejected.

The purchase order is the only binding document to be issued against the contract. Signing of Contractor's pre-printed forms is not allowed.

21. INVOICE

Invoices will be submitted by the Contractor to the using agency as indicated on the purchase order and the invoice should refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, net discount and delivery point. A separate invoice for each order delivered and accepted should be

submitted by the Contractor in duplicate directly to the accounting department of the using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

State Agencies are directed to pay the Contractor upon presentation of a properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within thirty (30) days of receipt of a properly executed invoice, or receipt of goods, whichever is later. Payment will be made on the basis of unit price net discount as listed in the contract or the invoiced price, whichever is lower. Such price and payment will constitute full compensation for furnishing and delivering the requested contract commodities. In no case will the State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order nor to provide the requested installation and/or initial software configuration services.

PAYMENTS WILL BE MADE TO THE VENDOR AND TO THE ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THE CONTRACT.

22. TAXES

Bidder agrees that all applicable taxes are included in the bid pricing. State agencies are exempt from all State and local sales and use taxes.

23. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

24. ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following three options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic

remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf> . To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

25. CONTRACT PERIOD

The Contract will be effective upon the approval of the Office of State Procurement for an initial period of twelve (12) months.

26. RENEWAL

At the option of the Office of State Procurement and acceptance by the Contractor, the contract may be extended for four (4) additional twelve (12) month periods at the same discount structure, terms and conditions.

27. CONTRACT REVISIONS

Request for all revisions to the contract must be submitted in writing by the representative authorized to sign the execution of the bid sheet, unless otherwise stated herein:

I, _____, duly authorized to execute the contract, hereby delegate the following person/persons to submit written requests for revisions to the contract:

- 1.) _____, _____
(Name) (Title)
- 2.) _____, _____
(Name) (Title)
- 3.) _____, _____
(Name) (Title)

Briefly state any restrictions as to type of revisions delegates may request.

COMMENT: _____

Requests for revisions to the contract will be addressed to the Office of State Procurement. Distributor vendor changes, price reductions and item deletions may be requested at any time during the contract period.

When future offerings of products become commercially available during the contract term and are not commercially offered within the established groups with an established discount structure, the contract may be amended to include such offerings. For this type of addition to be considered, it must be within the scope of the contract, the contractor must submit the requested group(s) to the Office of State Procurement for approval and the requested group(s) shall be offered to the State at a percentage discount off the manufacturer's established catalog price list. Contractor will be notified to update their contract and proceed with selling the requested product offerings if the offerings are approved by the Office of State Procurement.

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the Office of State Procurement.

Contractor must immediately notify the Office of State Procurement when any authorized distributor/channel partner on the contract is terminated, relocated, or added. All orders placed prior to receipt of such notification by the Office of State Procurement must be honored.

Revisions will become effective upon approval by the Office of State Procurement.

28. ADMINISTRATIVE FEE OR REBATE

The State shall be due a minimum 1% administrative fee or rebate to be payable to the State of Louisiana, Office of State Procurement in exchange for the management and facilitation of the contract(s) resulting from this solicitation. The calculation of the administrative fee or rebate includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: Caroline Eidson, either through the U.S. Postal Service to our box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to our physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

IF VENDOR IS OFFERING A GREATER ADMINISTRATIVE FEE OR REBATE THAN SPECIFIED ABOVE, PLEASE INDICATE THE PERCENTAGE HERE: _____%

29. USAGE REPORT

The Contractor shall submit quarterly reports to the Office of State Procurement Contracts Manager, in accordance with the requirements below. Initiation and submission of the quarterly report to the Office of State Procurement is the responsibility of the Contractor without prompting or notification by the Office of State Procurement Contracts Manager. The reports are due on or before the 15th day following the end of each quarter. If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The following is the minimally acceptable reporting requirement for the contract. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from the Office of State Procurement to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Excel format or an equivalent approved by the Office of State Procurement.

Field Name	Field Description	Data Type	Field Size
VENDOR CONTRACT NUMBER	State assigned contract number	Alpha Numeric	6
STATE	State postal abbreviation code (Louisiana = LA)	Alpha Numeric	2
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	45
BILL TO NAME	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
SHIP TO NAME	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
ORDER NUMBER	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity	Alpha Numeric	20

Field Name	Field Description	Data Type	Field Size
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	35
PO DATE (ORDER DATE)	(mm/dd/ccyy)	Numeric	8
SHIP DATE	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	Vendor assigned Invoice Number	Alpha Numeric	20
PRODUCT NUMBER	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	Product description of purchased product	Alpha Numeric	60
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric	10
UNIT PRICE	Unit Price - US Currency (\$99999.999)	Numeric	10
QUANTITY	Quantity Invoiced (99999.999)	Numeric	11
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)	Numeric	13
Optional - Category Description	LAN/WAN switch, router, etc - if Product Description above is not descriptive	Alpha Numeric	60
Optional - Class Description	More information about Category Description if required	Alpha Numeric	60

30. AWARD/EVALUATION CRITERIA

It is the intent of the Office of State Procurement to award the contract on an all-or-none basis to the responsive and responsible bidder meeting the requirements of the bid specifications and offering the overall greatest discount percentages for each category of hardware, software and manufacturer's maintenance included on the manufacturer's most recent published price list/catalog or on the notarized typed listing of retail prices in effect at the time of bid opening. The discount percentage quoted by the Contractor shall establish the minimum level of reduced pricing offered to the State in each of the categories from the manufacturer's most recent published price list/catalog or on the notarized typed listing of retail prices. This discount shall apply to any updated items or new items added throughout the life of the contract, in accordance with the specification requirements.

The Office of State Procurement reserves the right to make category awards, if it is determined to be in the best interest of the state.

Net prices may not exceed the current national advertised and available General Services Administration (GSA) Governmental price list, if one exists. If not, the Office of State Procurement does not intend to award or to maintain any item in any group that is offered at a price equal to or above the Manufacturer's List Price.

This contract will be limited to items with an individual net price of \$49,999.00 or less.

Any person aggrieved by the award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award.

31. IT/TELECOM NETWORKING PRODUCT CATEGORIES

The broad product categories included herein are established to provide the bidder the flexibility of offering different discounts by category of networking products. The descriptions of each category are not intended to limit the networking products offered by the bidder however the state reserves the right, at its sole discretion, to exclude/remove any products deemed beyond the intended scope of the contract.

No sub-categories will be allowed.

Categories One through Eight

Bidder may bid any or all categories. Should any single item/component appear in multiple categories on the bidder's price list, the highest discount offered for the item shall apply regardless of functions being supported.

Category 1 - Networking Software – Software that runs on a server and enables the service to manage data, users, groups, security, applications and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks.

Category 2 - Network Optimization and Acceleration – Devices and tools for increasing data-transfer efficiencies across wide-area networks.

Category 3 - Optical Networking – High capacity networks based on optical technology and components that provide routing, grooming and restoration at the wavelength level as well as wavelength based services.

Category 4 - Routers – A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs and WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

Category 5 - Security – Hardware and/or software whose primary function is to provide security functionality and security management. This would include devices such as firewalls, intrusion, protection/prevention, content filtering (e.g. web, spam, data leakage), authentication and access control, Virtual Private networking, security information and event management.

Category 6 - Storage Networking – High-speed network of shared storage devices connecting different types of storage devices with data servers.

Category 7 - Switches – Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

Category 8 - Telecommunications and Unified Communications (UC) – A set of products that includes key systems/PBX telecommunication and unified communications systems. Unified Communications systems are able to provide services such as voice, video, messaging, mobility, web conferencing, instant messaging and presence-based services and extend telephony features and capabilities to devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Advanced services, such as unified messaging, multimedia conferencing, collaborative contact centers and interactive multimedia response systems may also be included.

Category 9 - Manufacturer Maintenance Plans – The bidder should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issued to resolve known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts with required installation/software configuration support to facilitate replacement. The bidder may offer different discounts for manufacturer maintenance plans by product categories one through eight.

32. CONTRACTOR'S RESPONSIBILITY

During the course of the contract, any price reduction in the Manufacturer's Published Prices must be immediately extended to the State by the Contractor. Failure to offer the benefit of these price reductions to the State within two (2) weeks after general announcement may result in the cancellation of the contract. These price reductions must be granted on any order not shipped. Contractor must maintain a list of equipment on order and be able to provide a list to the Office of State Procurement within 48 hours of the request.

Vendor List: The Contractor who signs the execution of bid page contained herein shall be designated as prime Contractor on any contract resulting from this ITB. If additional vendors are authorized to receive purchase orders for items contained in said contract, the bidder must submit a list of those additional authorized distributors. The prime Contractor will be responsible for the actions of any distributor vendors listed. Please see attached form.

Single Point of Contact:

At a minimum, the Contractor shall assign one person and at least one backup within the Contractor's organization to serve as a primary contact person for contract related activities. These activities include but are not limited to: resolution of contract issues, all pre-sale and post-sale activities, including system configuration and implementation, order processing and status, billing-related issues, operating feature and function questions of the products on contract, training coordination. This designated contact person should be prepared to handle routine tasks, answer inquiries, and resolve problems that arise on a daily basis. The Contractor shall designate this single point of contact within fourteen (14) days of award. The Contractor shall keep the contact list current during the term of the contract and provide updates to the Office of State Procurement.

33. TECHNICAL SUPPORT

All installation and software configuration services provided under the contract shall be performed by manufacturer certified technicians.

34. WARRANTY

The contractor shall provide the standard warranty offered by the manufacturer for the products bid.

35. CONTRACT UTILIZATION

By submitting a bid, bidder acknowledges that he agrees to the following terms that will be part of any resulting contract(s) from this solicitation:

The contract has been designated as a Louisiana Pricing Schedule ("LaPS"). The state intends to use the following process before placing orders under the contract, and the contractor explicitly understands and agrees to the use of this process before accepting orders under the contract. Where multiple LaPS

contracts exist for functionally equivalent products and/or services and the procurement is above \$25,000.00, all eligible users of these contracts will utilize the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that includes, if applicable:
 - A) Performance-based statement of work that includes such things as:
 - The work to be performed
 - Location of work
 - Period of Performance
 - Deliverable schedule
 - Applicable performance standards
 - Acceptance criteria
 - Any special requirements (e.g., security clearances, special knowledge, etc.)
 - The products required (using a generic description of products and functions whenever possible).
 - B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
 - C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
 - Probable life of the item selected
 - Environmental and energy efficiency considerations
 - Technical qualifications
 - Delivery terms
 - Warranty
 - Maintenance availability
 - Administrative costs
 - Compatibility of an item within the user's environment
 - User's familiarity with the item or service
 - D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than prices in the LaPS contract.
- 2) Submit the Request for Response to at least three (3) LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the agency's needs.
- 3) Evaluate responses and select the contractor to receive the order:
 - A) After responses have been evaluated, the order shall be placed with the contractor that represents the best value that meets the agency's needs. The ordering agency should give preference to small entrepreneurship or small and emerging businesses when two or more contractors can provide the services and/or products at the same firm-fixed price.
 - B) The ordering agency shall document in the procurement file the evaluation of the contractors' responses that formed the basis for selection. The documentation shall identify the contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.
 - C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.

36. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be fully assessed against the State in any action for infringement of a United States Letter Patent with respect to the products, materials or services furnished by Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of the products, materials or services; (ii) State's use of the products, materials or services in combination with other products, materials or services not furnished by Contractor; (iii) State's use of the products, materials or services in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the product or material. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the products or materials, or two (2) times the charges for services rendered by the Contractor under the contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and

payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

37. INSURANCE TYPES AND AMOUNTS

Contractor agrees to provide the State of Louisiana with Certificates of adequate insurance indicating coverage of required herein.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-Contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall take out and Maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall also cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

38. ASSIGNMENT

The Contractor shall not assign any interest in the contract by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

39. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

40. TERMINATION

40A. TERMINATION FOR CAUSE:

State may terminate the contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

40B. TERMINATION FOR CONVENIENCE

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

40C. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of the contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

41. WAIVER CLAUSE

Waiver of any breach of any term or condition of the contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

42. SEVERABILITY

If any term or condition of the contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of the contract are declared severable.

43. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of products/services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

44. APPLICABLE LAW

All activities associated with this ITB process shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the ITB. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

45. CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of La. R.S. 39:1671-1673.

46. BIDDER'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Certification of no suspension or debarment: By signing and submitting any bid for \$25,000 or more, the Bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

46.1 BIDDER'S ELIGIBILITY

A statement of the Bidder's involvement in litigation and any suspension or debarment proceedings which could affect this work should also be included in the Bid. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, bidder shall so state.

46.2 CONTINUING OBLIGATION

Bidder has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

47. BID REJECTION

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

48. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

49. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

50. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

51. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

52. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

53. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

54. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

BIDDER'S RESPONSE PAGE – PRICING

CATEGORIES:

PERCENT DISCOUNT

Category 1 - Networking Software

Category 2 - Network Optimization and Acceleration

Category 3 - Optical Networking

Category 4 - Routers

Category 5 – Security

- Hardware
- Software

Category 6 - Storage Networking

Category 7 - Switches

Category 8 - Telecommunications and Unified Communications (UC)

Category 9 Manufacturer Maintenance Plans

- Category 1
- Category 2
- Category 3
- Category 4
- Category 5
 - Hardware
 - Software
- Category 6
- Category 7

- Category 8
-

INSTALLATION:

Installation: hourly rate \$ _____

Initial software configuration: hourly rate \$ _____

BIDDER'S RESPONSE PAGE

Vendor List - Authorized Distributors:

Please list complete name, business address, phone number, fax number, email address, etc. of all vendors who are authorized to accept purchase orders against the contract.

BIDDER IDENTIFICATION PAGE

Identify below your response as one of the following:

- _____ 1) The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of the contract.
- _____ 2) The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support the products in full compliance with all terms and conditions of the contract.
- _____ 3) A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract.
- _____ 4) Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of the contract.